

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

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In the Matter of the Complaint of JANINE V. DAVIDGE, Complainant, v. QWEST CORPORATION, Respondent.

DOCKET NO. 02-049-53 REPORT AND ORDER

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ISSUED: May 29, 2003

By The Commission:

This matter was commenced by a formal complaint from Janine V. Davidge ("Complainant" or "Ms. Davidge") against Qwest Corporation. Qwest filed an Answer and Motion to Dismiss. In response to a letter from the Division of Public Utilities, Ms. Davidge wrote a letter to the DPU setting forth additional facts and clarifying her request for relief.

Customer complaint matters are designates as informal proceedings under our rules. Based on the record on file, there being no material facts in dispute, we deem this matter ripe for decision.

FACTS

Ms. Davidge established service with Qwest on April 24, 2002. She was a new customer to Qwest, having recently moved from Washington. Because Qwest was unable to verify a positive credit history with prior carriers, Qwest requested a security deposit from Ms. Davidge before providing long distance service. Ms. Davidge requested that Qwest inquire with her previous telephone service provider regarding her payment history, to satisfy Qwest that a deposit was not necessary. Qwest claims that it did so, but that the carriers would not provide the requested information. The previous carriers did not indicate a negative credit experience with Ms. Davidge, they simply did not provide any credit information to Qwest. Because it could not verify positive credit references, and Ms. Davidge did not provide a deposit, a long-distance block was placed on Ms. Davidge's line for which she has been charged. Ms. Davidge requests an order stating that she need not provide a deposit, and a refund of charges for the long-distance block.

In response to the Complaint, Qwest offered to remove the long-distance block without requiring a deposit if Ms. Davidge made arrangements for another carrier to bill her directly for long-distance service. Ms. Davidge declined that offer.

The Division of Public Utilities filed a memorandum containing the results of its investigation. The Division concluded that Qwest had not violated any rules or tariff provisions in this matter and a recommended that the Complaint be dismissed.

DISCUSSION

Ms. Davidge's frustration with Qwest is understandable. She states that she had excellent credit with her previous carrier so she should not be required to provide a deposit. That is reasonable. Yet Qwest was unable to verify her credit history with previous carriers because those carriers would not provide the information to Qwest. As a result, Qwest required a security deposit. In that situation the actions of Qwest were also reasonable, and in accordance with Qwest's tariff and our rules.

Ms. Davidge also argues that since she had arranged for Sprint to provide her long-distance service and to bill her directly, there was no need for Qwest to request a deposit. In response Qwest argues that it still needs a security deposit

because Ms. Davidge could change her long-distance carrier at any time to Qwest. Qwest also states that even if her long-distance carrier was not changed, Ms. Davidge could access other long distance services that may be billed by Qwest. Questions remain, however, about whether such potential exposure, at least some of which Qwest may be able to prevent, is sufficient to justify a deposit, or at least a deposit in the same amount. It is not necessary for us to address that issue to resolve this matter. Qwest offered to unblock long-distance access for Ms. Davidge without requiring any deposit if she made arrangements for direct billing from another carrier. That is all this Commission could have ordered, yet Ms. Davidge has already rejected that. We would hope that Qwest will keep that offer open if Ms. Davidge changes her mind.

As for the charges for having a long-distance block, they were billed at the rates set forth in Qwest's tariff. Since we have found that Qwest properly requested a deposit prior to allowing long-distance access, then Qwest's charges for the long-distance block were also appropriate.

### ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Complainant's claims that Qwest improperly required a deposit and improperly charged for long-distance blocking are dismissed.
2. Any person aggrieved by this Order may petition the Commission for review/rehearing pursuant to the *Utah Administrative Procedures Act, Utah Code Ann. §63-46b-1 et seq.* Failure so to do will preclude judicial review of the grounds not identified for review. *Utah Code Ann. §54-7-15.*

DATED at Salt Lake City, Utah, this 29<sup>th</sup> day of May, 2003.

/s/ Douglas C. Tingey  
Administrative Law Judge

Approved and Confirmed this 29<sup>th</sup> day of May, 2003, as the Report and Order of the Public Service Commission of Utah.

/s/ Stephen F. Mecham, Chairman

/s/ Constance B. White, Commissioner

/s/ Richard M. Campbell, Commissioner

Attest:

/s/ Julie Orchard  
Commission Secretary

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